

RFP 14-10

City of Concord, New Hampshire
Purchasing Division

REQUEST FOR PROPOSALS

**CIP #443: COMMUNITY CENTER ARCHITECTURAL AND
ENGINEERING EVALUATION, SPACE PLANNING, AND
BUSINESS PLANNING PROJECT**

Prepared for, and in coordination with the

City Administration

Contract Documents
Proposal Documents
Specifications

Firm: _____

NON-MANDATORY INFORMATION SESSION: OCTOBER 6, 2009 AT 1:00 PM

PROPOSAL DUE DATE/TIME: OCTOBER 20, 2009 NOT LATER THAN 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

www.onconcord.com

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire (hereafter CITY) wishes to engage the services of a qualified private consulting firm (or team of consultants) experienced in the practice of completing architectural and engineering assessments of buildings (with particular experience with community centers and historic structures) as well as space programming for recreational facilities and the preparation of business plans and proformas for such institutions.

An overview and detailed specifications are provided later in the Request for Proposals (RFP).

A non-mandatory Information Session will be held on October 6, 2009 at 1:00 PM in City Hall (2nd Floor Conference Room), 41 Green Street, Concord, NH 03301.

Proposals must be received no later than **2:00 PM on October 20, 2009** from interested firms, to be eligible for consideration by the CITY. Each statement shall be submitted to **Mr. Douglas B. Ross, Purchasing Manager, Finance Department, Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP 14-10

CIP #443: COMMUNITY CENTER ARCHITECTURAL AND ENGINEERING EVALUATION, SPACE PLANNING, AND BUSINESS PLANNING PROJECT"

The fee proposal shall be submitted in a separate, sealed envelope which is clearly marked as follows:

"RFP 14-10

CIP #443: COMMUNITY CENTER ARCHITECTURAL AND ENGINEERING EVALUATION, SPACE PLANNING, AND BUSINESS PLANNING PROJECT FEE PROPOSAL"

The Level of Effort and Compensation shall not be opened until after all proposals have been

reviewed and evaluated and a consultant has been chosen for contract award. If the CONSULTANT'S fee proposal exceeds the City's budget for this project the CONSULTANT and the City shall enter into negotiations. If, as a result of these negotiations, the CONSULTANT'S fee still exceeds the City's budget then the Level of Effort and Compensation of the second rated CONSULTANT shall be opened. This process shall be repeated until a CONSULTANT is hired.

Requests may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager.

Complete copies of RFP 14-10 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or online at www.onconcord.com/purchasing

All statements received will be considered confidential and not available for public review until after a CONSULTANT has been selected.

The CITY reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the CITY, or to purchase on the open market if it is considered in the best interest of the CITY to do so.

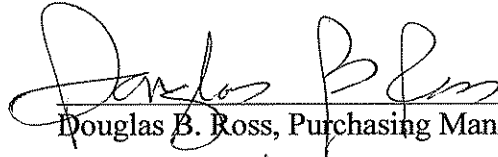
Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummry.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England	Bid House	100 Radnor Rd	1.800.652.0008	mweaver@cdcnnews.com

Construction News - CDC News		S-102, State College, PA 16801	1.888.285.3393(fax)	www.cdcnews.com
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CITY OF CONCORD, NEW HAMPSHIRE


 Douglas B. Ross, Purchasing Manager

Date: 9/22/09

Proposal Due Date/Time: October 20, 2009 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

1. **PREPARATION OF PROPOSALS:** Proposals shall be submitted on the forms provided and must be signed by the CONSULTANT or the CONSULTANT'S authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

CONSULTANT must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, CONSULTANT shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e., it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the CONSULTANT agrees that the proposal shall be deemed open for acceptance for **ninety (90) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Manager (dross@onconcord.com or (603) 230-3656 Fax) no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all CONSULTANTS of record.

The CONSULTANT shall not divulge, discuss or compare this proposal with the proposal of any other CONSULTANT and shall not collude with any other CONSULTANT or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List.)

The CONSULTANT may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the CONSULTANT.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid; C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

2. SUBMISSION OF PROPOSALS: Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.
3. WITHDRAWAL OF PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the CONSULTANT to the Purchasing Manager. Negligence on the part of the CONSULTANT in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of **ninety (90) days** after the date of opening indicated herein or as modified by addenda.
4. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL: If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a CONSULTANT is not thereby disqualified from quoting prices to other CONSULTANT or from submitting a direct proposal in its own behalf.
5. RECEIPT AND OPENING OF PROPOSALS: Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.
6. PROPOSAL RESULTS: All proposals and fee proposals received shall be considered—confidential and not available for public review until after a CONSULTANT has been selected. All proposals shall be subject to negotiations prior to the award of a contract. **NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**
7. TIE PROPOSALS: When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) CONSULTANT and an out-of-town CONSULTANT, preference will be given to the local CONSULTANT. Any CONSULTANT having a local agent who is a bona fide resident of the CITY is considered a local CONSULTANT. If a tie proposal exists between two local CONSULTANTS, or two out-of-town CONSULTANTS, the decision may be made by a toss of coin.
8. LIMITATIONS: This Request for Proposal (RFP) does not commit the CITY to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The CITY reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the CITY to do so.
9. PROPOSAL EVALUATION: In an attempt to determine if a CONSULTANT is responsible, the CITY, at its discretion, may obtain technical support from outside sources. Each CONSULTANT will agree to fully cooperate with the personnel of such organizations.

10. AWARD OF CONTRACT: Any contract entered into by the CITY shall be in response to the proposal and subsequent discussions. It is the policy of the CITY that contracts are awarded only to responsive and responsible CONSULTANTS. In order to qualify as responsive and responsible, a prospective CONSULTANT must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible CONSULTANT based on the qualifications, experience and work plan of the CONSULTANT, the CONSULTANT'S timeframe for providing the requested service and the CONSULTANT'S fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The CONSULTANT selected will be the most qualified and not necessarily the CONSULTANT with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the CITY; or to purchase on the open market if it is considered in the best interest of the CITY to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

11. MODIFICATIONS AFTER AWARD: The CITY reserves the right to incorporate minor modifications, which may be required by it. The CONSULTANT will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

12. CANCELLATION OF AWARD: The CITY reserves the right to cancel the award without liability to the CONSULTANT at any time before a contract has been fully executed by all parties and is approved by the CITY.

13. CONTRACT: Any Contract between the CITY and the CONSULTANT shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the CONSULTANT'S proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the CITY reserves the right to clarify any contractual relationship in writing with the concurrence of the CONSULTANT, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the CONSULTANT'S proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.
14. EXECUTION OF AGREEMENT: The successful CONSULTANT shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the CITY, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.
15. APPROVAL OF AGREEMENT: Upon receipt of the agreement that has been fully executed by the successful CONSULTANT, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the CONSULTANT. Delivery of the fully executed agreement, along with a Notice to Proceed and a CITY purchase order, to the CONSULTANT shall constitute the CITY'S approval to be bound by the successful CONSULTANT'S proposal and the terms and conditions of the agreement.
16. FAILURE TO EXECUTE AGREEMENT: Failure of the successful CONSULTANT to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful CONSULTANT shall be just cause for cancellation of the award.
17. DISQUALIFICATION: Awards will not be made to any person, firm or company in default of a contract with the CITY, the State of New Hampshire or the Federal Government.
18. INSURANCE: The successful CONSULTANT shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the CITY, at the CONSULTANT'S sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or CONSULTANT'S performance hereunder and shall furnish to the CITY certificates of such insurance and renewals thereof signed by the issuing company or agent upon the CITY'S request. Such certificates shall name the CITY of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to thirty (30) days prior written notice to the CITY.

The CITY'S examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the CONSULTANT'S obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to or expressly waived by the CITY, the CONSULTANT shall, or shall cause any carrier engaged by the CONSULTANT to, insure all shipments of goods for full value.

If the agreement with the CONSULTANT involves the performance of work by the CONSULTANT'S employees at property owned or leased by the CITY, the CONSULTANT shall furnish such additional insurance as the CITY may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the CONSULTANT be deemed to be the employees of, or under the direction or control of the CITY for any purpose whatsoever.

19. WORKER'S COMPENSATION: All CONSULTANTS and subcontractors at every tier under the CONSULTANT will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.
20. DISAGREEMENTS AND DISPUTES: All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.
21. TERMINATION OF CONTACT FOR CAUSE: If, through any cause, the CONSULTANT shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of any Contract, the CITY shall thereupon have the right to terminate any Contract by giving written notice to the CONSULTANT of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the CONSULTANT under this Contract shall become the CITY'S property and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of any contract, and the CITY may withhold any payments until such time as the exact amount of damages due the CITY is determined.

22. TERMINATION FOR THE CONVENIENCE OF THE CITY: The CITY may terminate any contract at any time by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the CITY'S property. If any Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

23. ASSIGNMENT PROVISION: The CONSULTANT hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the CITY under this contract if so requested by the City of Concord.

24. OWNERSHIP OF REPORTS: All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful CONSULTANT shall belong exclusively to the CITY.

25. INVOICING: Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

All invoices must reference a valid City of Concord Purchase Order Number

26. PAYMENT: Invoices are due in triplicate and payable within thirty (30) days provided said work, or portion thereof, is completed in a manner acceptable to the City. Invoices are to be for the actual dollar value of the services provided. Invoice format must be in conformance with the General Terms and Conditions, Invoicing. **ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.**

27. TAX: The CITY is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.
28. FUNDING OUT: The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The CITY may terminate the contract, for non-appropriation of funds, and all payment obligations of the CITY cease on the date of termination.
29. ASSIGNMENT OR SUB-CONTRACTING: None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the CITY.
30. EXCLUSIVITY: This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the CITY reserves the right to obtain these services from any other consultant.
31. COSTS: Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.
32. AUDIT: For a period of at least three (3) years after completion of any contract, it is the responsibility of the CONSULTANT to make available at the CONSULTANT'S place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.
33. FORCE MAJEURE: Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
34. NOTIFICATION: Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.
35. SEVERABILITY: If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
36. PROVISION REQUIRED BY LAW DEEM INSERTED: Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

37. DISADVANTAGED BUSINESS ENTERPRISES: The CITY hereby notifies all consultants that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

38. NON-DISCRIMINATION: Contracts for work resulting from this Request for Proposals shall obligate the CONSULTANT and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful consultant(s)/contractor(s).

39. DEFINITIONS:

- Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.
- Proposers shall also mean vendors, consultants, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

40. GOVERNING LAW: The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

INSTRUCTIONS TO PROPOSERS

REQUEST FOR PROPOSALS

"RFP 14-10

CIP #443: COMMUNITY CENTER ARCHITECTURAL AND ENGINEERING EVALUATION, SPACE PLANNING, AND BUSINESS PLANNING PROJECT"

CITY OF CONCORD, NEW HAMPSHIRE

1. GENERAL: The City of Concord, New Hampshire (hereinafter referred to as the CITY), wishes to engage the services of professional architect, recreation planner, and business planning / financial consultant to complete a facility conditions / needs assessment, space programming study, and one or more business plans of the City's four existing community centers known as Green Street, Heights, East Concord and West Street Ward House, as well as potential schemes for the total or partial replacement of these four facilities.

A basic summary of the four existing community centers is as follows:

Table 1: Summary of Existing City Community Centers

Community Center	Address	Year Built	Gross SF	Useable SF	Acreage	Assessors ID #	Notes
Green Street	39 Green Street	1920	15,867	11,865	2.3 Acres	44-2-1	Part of City Hall Complex
Heights	20 Canterbury Road	1955	4,920	4,920	14.62 Acres	117-2-11	Part of Keach Park
East Concord	18 Eastman Street	1880	7,332	3,570	0.11 Acres	81-1-7	
West Street Ward House	41 West Street	1930	6,885	2,211	0.17 Acres	23-1-1	

Source: City Assessing Records August 2009.

As part of this project, the Consultant shall prepare "order of magnitude" cost estimates for correcting deficiencies or other desired renovations to the existing facilities as identified during the needs assessment and space planning process, as well as operating and maintenance expenses for potential expansion of these facilities in order to meet the needs of the community as identified through community forums and interviews with City staff and committees.

In addition, the consultant shall also undertake the preparation of conceptual space programming, construction cost estimates (soft and hard costs), operating / maintenance cost estimates for two new "magnet" centers as well as a single new "city wide" community center. The City may pursue development of either the magnet centers or the city wide facility to replace the existing four community centers (whether in whole or in part).

Using this information, the City Council will evaluate whether the City should continue with its historical approach of providing neighborhood community centers or embark on the consolidation of the four facilities into either two new “magnet” centers (likely on either side of the Merrimack River) or a single city-wide community center in order to replace the existing four facilities. As part of the evaluation process, the Consultant shall prepare a business plan complete with financial analyses and comprehensive proformas for the City’s preferred alternative, as identified during the course of the project.

The purpose of this study is:

1. Through discussions with City Staff, the City’s Recreational Advisory Committee, and structured public forums, identify the current programs offered at each facility, as well as desired programs as identified by the community. The consultant shall then evaluate the respective strengths and weaknesses of each facility relative to its ability to adequately host existing and desired uses / programs.
2. Conduct a facility needs assessment for each of the four community centers in order to inventory and evaluate the physical condition of each facility (structure and all building systems) as well as all building / life safety, and Americans with Disabilities Act code deficiencies. As part of this process, the Consultant shall assess the ability of each facility to host programs identified during consultations with city staff as well as the general public.
3. Provide cost estimates to remedy any identified structural, system, or code deficiencies identified at each of the four existing facilities.
4. Undertake preliminary space programming study for each facility and provide cost estimates to renovate or expand each facility in order to better meet existing program demands, as well as existing or anticipated needs and programming desires of the community as identified through consultations with City staff, the City’s Recreation Advisory Committee, and feedback solicited during the public forums.
5. Using input from community forums as well as interviews with City staff and committees develop space programming studies and construction cost estimates for the following:
 - i. Abandonment of the four existing community centers and construction of two new “magnet” community centers (likely on the east and west sides of the Merrimack River); and,
 - ii. Abandonment of the four existing community centers and construction of a new “city-wide” community center as well as a cost estimate for the design and construction of such a facility.
6. Develop “order of magnitude” operating and maintenance cost estimates for the repair / renovation / expansion of each of the four existing community centers, as well

as the conceptual two new “magnate” community centers and the generic “city-wide” community.

7. Pending the City’s selection of a preferred alternative, prepare a business plan and comprehensive financial analysis (proformas) to determine the financial viability of said alternative with the goal of making such alternative self funding from both a capital and operating prospective.
8. Assist City staff with presenting the findings of this study to the City Council.

2. SCOPE OF SERVICES REQUIRED: In order to fulfill the purpose of this study, the Consultant shall undertake the following scope of work:

- Task 1: Existing Conditions / Facility Needs Assessment: The purpose of this task is to complete a comprehensive inventory of existing conditions at each of the four community centers, as well as a facility needs assessment of each. Work for this task shall specifically include the following:
 - A. Preparation of basic scaled floor plans for each community center using Auto/CAD. These shall be the basis for noting the location of existing deficiencies or proposed repairs / renovations. Floor plans shall also include a basic summary of space programming currently conducted within each facility.
 - B. A facility needs assessment of each community center. Said assessment shall include, but not be limited to, a comprehensive review of each building’s structural condition, as well as an evaluation of the building’s mechanical, electrical, and plumbing systems. This effort shall also include a review of each facility’s compliance with the Americans with Disabilities Act. Areas of deficiency or proposed repairs / renovation shall be identified on floor plans, as well as provided in a written summary / narrative detailing these findings, by facility, as part of a final report to be prepared by the Consultant.
 - C. Preparation of “order of magnitude” cost estimates for correcting each of the identified deficiencies. Said estimates shall include hard and soft costs, and shall be organized in tables by subcategory (structural, mechanical, etc.) and by community center.
- Task 2: Inventory of Programmatic Space Needs: The purpose of this task is to inventory existing space within each facility available for programmatic activities, a list of programs currently hosted at each facility, as well as programs which the City’s Recreation Department, Recreation Policy Advisory Committee, or the general public would like to see provided. Work for this task shall specifically include the following:
 - A. Working with the City’s Recreation Director, the Consultant shall develop a comprehensive list of all programs offered at each community center annually, including the number of total participants enrolled in each activity (to the extent

that such information is readily available). This list shall include all public and private programs offered at each respective community center.

- B. The Consultant shall interview the City Recreation Director to discuss current programmatic offerings at each facility, as well as plans or aspirations for growing or expanding programmatic offerings.
- C. The Consultant shall meet with the City's Recreation Policy Advisory Committee (RPAC) to discuss current programming at each facility, as well as plans or aspirations for growing or expanding programmatic offerings. This RPAC typically meets during late afternoons or in early evening. The City represents that discussions with RPAC should require only one meeting.
- D. Following completion of items B and C above, the Consultant, together with the City's Recreation Director and Assistant for Special Projects, shall host four evening or weekend community forums at each of the four existing community centers for the purpose of gathering input from stakeholders and members of the public about the strengths and weaknesses of the existing facilities, as well as input about programming the public would like to see implemented at each facility. City staff shall serve as the facilitator for such forums. The Consultant shall be responsible for preparing a brief PowerPoint presentation for each facility which shall detail the findings of the facilities assessment (in words and photographs), cost estimates to remedy existing deficiencies (but not expansion / renovation of said facilities to meet programmatic aspirations of the community) well as current programs offered at each community center. The City anticipates that each forum will last for approximately 2-4 hours.
- E. With guidance from the City's Recreation Director and Assistant for Special Projects, the Consultant shall draft a detailed, comprehensive narrative to be included in the project's final report describing current programming currently offered at each community center, goals for maintaining or expanding programming in the future for each facility, as well as an assessment of the ability to continue to host or grow programmatic offerings given available real estate at each center as well as the configuration and condition of each facility. In addition, this narrative shall also include discussion of improvements which would likely need to be made to each facility (such as building renovations / additions, expansion of parking areas, acquisition of abutting property, etc.), in order to achieve the programmatic goals of the public as identified during interviews with City officials as well as input received during the community forum process. The Consultant shall also provide "order of magnitude" cost estimates to modify the existing facilities in order to support programmatic ambitions identified during this task.

- Task 3: Conceptual Programmatic Planning for new “Magnet” Community Centers or a City Wide Community Center: Space Programming:
 - A. City Wide Community Center: Once Tasks 1 and 2 are completed, the consultant, relying in part upon a study completed by BH+A for a new “Heights Community Center” in 2004, shall develop conceptual space programming for a city-wide community center facility, including an “order of magnitude” cost estimate for the design, permitting, and construction of such a facility. This effort should be focused on a “generic” facility, not assigned to a specific parcel of land. All cost estimates shall recognize the limitations of the very preliminary nature of cost estimates associated with this task. As part of this effort, the Consultant, working with the Recreation Director, shall develop an estimate of conceptual operating and maintenance expenses for a facility of the size and scope envisioned by this process.
 - B. Magnet Community Centers: Because the City, after receiving public input, may desire to close the existing community centers and build two new “magnet” facilities, one to be located on the west side of the Merrimack River and the another to be located on the east side, the Consultant, working with the City, shall develop conceptual space programming for these new “neighborhood centers” including an “order of magnitude” cost estimate for the design, permitting, and construction of such a facility. Like Task 3A, this exercise should be focused upon “generic” facilities, not assigned to a specific parcel of land at this time. All cost estimates shall recognize the limitations of the very preliminary nature of cost estimates associated with this task. As part of this effort, the Consultant, working with the Recreation Director, shall develop an estimate of conceptual operating and maintenance expenses for a facility of the size and scope envisioned by this process.
- Task 4: Estimation of Operating and Maintenance Costs Associated with Renovated / Expanded Community Centers and Conceptual “Generic” City Wide Community Center:
 - A. Following completion of Tasks 1-3, the Consultant, working with the Recreation Director, shall develop “order of magnitude” estimates for operating and maintenance costs for each of the existing four community centers which might be renovated / expanded, as well as the two new “magnet” centers and the city-wide community center concept. Specifically, the Consultant shall be responsible developing estimates for annual utility costs, including, but not limited to, water, sewer, heat, air conditioning, and electricity. The purpose of preparing these estimates is to aid with the preparation of business plans and proformas to help local decision makers further explore the concept of pursuing the development of either “magnet” community centers or a single city-wide community center. City staff shall support this effort by providing estimates concerning staff costs, insurance, and other miscellaneous items. These estimates shall be presented in

detailed tables for each facility, together with an explanation of assumptions built into each estimate.

- Task 5: Forum with Potential Partners:

- A. The Consultant shall attend a forum, hosted and facilitated by the City, with other local entities and not for profit agencies for the purpose of presenting the findings of the needs assessments and space planning study. The role of City staff in this forum will be to solicit input on the findings of the study, as well as facilitate / moderate the discussion. The purpose of the forum, beyond educating potential partners, will be to also gauge their potential interest in partnering with the City to either renovate and expand the existing community centers or build a new city-wide center.

- Task 6: Business Plans and Financial Analysis:

- A. Upon completion of Tasks 1-5, the City shall select one or more of the following alternatives for which a business plan, financial analyses, and operating proforma shall be developed by the Consultant. The purpose of the business plan and proforma shall be to explore the financial viability of the City's preferred concept, with the goal of having said preferred alternative be completely "self funded" for both its capital and operating expenses without any property tax subsidy from the City's General Fund.

Concepts to be potentially evaluated are as follows:

- i. Preservation, renovation, and potential expansion of the four existing community centers.
- ii. Abandonment of the four existing community centers and construction of two new "magnet" community centers; or
- iii. Abandonment of the four existing community centers and construction of a new "city-wide" community center.

The consultant shall provide a price proposal for each of these concepts as part of its response to this Request for Proposals. Each of these scenarios shall be addressed on an "add / alternate" basis. Under this approach, the City shall select one or more of these concepts it desires to pursue, and the cost of the work shall be added to the project contract.

These analyses shall use construction cost and operating expense data as developed under other tasks set forth within this RFP. For revenues, the Consultant shall, as appropriate, estimate potential revenues from current programmatic offerings, as well as programmatic offerings desired by the community as identified during community forums. In addition, as part of this

task, the Consultant shall be required to gather pricing data from other New Hampshire municipalities and private recreational facilities to help develop competitive but realistic pricing schemes for the purpose of estimating potential revenues for the preferred alternative.

- B. Alternative Business Plans / Proformas for Unanticipated Scenarios: Because of the significant amount of public involvement built into this project, it is possible that other alternative schemes might be identified to those set forth in Task 6A above for which the City may want to have business plans developed. Should this occur the Consultant shall, at the City's request, prepare supplemental proposals for the preparation of business plans, financial analyses, and proformas for such unanticipated alternatives.
- C. As part of efforts to generate proformas in accordance with Tasks 6A or 6B, the consultant shall work closely with all appropriate City staff. All facility operating costs (utilities, custodial costs, etc.) shall be reviewed and vetted by the City's General Services Department prior to being finalized and presented to the public. All final draft proformas must also be vetted and approved by the City's Facility Services Committee prior to release to the general public.

- Task 7: Final Report and Public Presentation to City Council:

- A. The Consultant shall prepare a comprehensive preliminary draft report which shall encompass the process and work products generated for Tasks 1-6. The report shall be reviewed by City staff and the Consultant shall be responsible for making any edits or adjustments resulting from the review. The report shall be finalized following the final presentation to the City Council, as set forth in item 6B below.
- B. The Consultant shall prepare a Microsoft PowerPoint Presentation summarizing the key findings of the final report. A copy of said PowerPoint Presentation shall be provided to the City Manager's Office electronically for exhibit to the City Council and other civic organizations.
- C. The Consultant shall attend one City Council meetings on an as needed basis, as determined by the City Manager, to assist with presentation of findings of said report to the City Council. The City represents that this requirement shall not exceed more than 1 evening meeting.

3. REPORTS / DELIVERABLES: The Consultant shall complete Tasks 1-6 no later than **one hundred eighty (180) calendar days** after award of contract.

The Consultant shall provide the City Manager's designee with a draft report for review and approval prior to print.

The Consultant shall provide **fifty (50)** bound color copies of said report, **one (1)** unbound color copy, as well as **one (1)** copy of the report in an electronic format in both MS Word and Adobe Acrobat PDF formats.

The Consultant shall also provide the City with electronic copies of all AutoCAD files prepared for the project.

4. PROPOSAL PREPARATION: In order to facilitate evaluation of the Proposals, the CONSULTANT is instructed to follow the outline below in responding. **PROPOSALS THAT DO NOT FOLLOW THE OUTLINE, OR DO NOT CONTAIN THE REQUIRED INFORMATION MAY BE CONSIDERED AS UNRESPONSIVE PROPOSALS.** Additional and more detailed information may be annexed to the main body of the Proposal.

- a. Company or Consultant Team Background Material: Information concerning the background, experience, and reputation of the CONSULTANT which is felt to be pertinent.
- b. Ability to Perform: Previous work on similar projects - the CONSULTANT will demonstrate understanding of, and familiarity with projects of this type or existing similar contracts developed. Firms shall list all community center needs assessments, long-range plans, business plans / proformas, and other projects of comparable type which they have prepared or supervised within the last five (5) years.
- c. Local Knowledge: The CONSULTANT will demonstrate familiarity with the City of Concord.
- d. Project Staffing: Individuals who will be assigned to work with the CITY will be identified, and a copy of each of their resumes will be provided. A Project Manager shall be identified who will serve as the City's principal contact person and liaison with the CONSULTANT for the duration of the contract
- e. Backup Capability: Resumes will be included of individuals who would be assigned to the project in the event of an unexpected problem in manpower assignment.
- f. Consultant's Experience: The Consultant shall provide a list of previous and current contracts, if any, awarded by a government agency or private party to the CONSULTANT which are considered identical or similar in scope of services discussed herein. The CONSULTANT must submit a list described above which shall include the following:

- 1) Contract duration, including dates;
 - 2) Services performed;
 - 3) Name, address and telephone number of contracting agency which may be contacted for verification of all information submitted.
- g. Work Program & Project Schedule: The CONSULTANT shall submit a detailed project work program and schedule (with deadlines set forth in this RFP, broken down by task. Again, said project and all deliverables must be completed within **one hundred eighty (180) calendar days** after the date of award. Do not include the number of hours budgeted for each task. This information shall be detailed in the Level of Effort and Compensation provided in a separate sealed envelope (see Section 5 below).
- h. Signature: The proposal shall be signed by an official authorized to bind the CONSULTANT and shall contain a statement to the effect that the proposal is a firm offer and open for acceptance for a **ninety (90) day period** following the due date. The proposal shall also contain the following information: Name, title, address, and telephone number of the individual(s) with authority to contractually bind the company, and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information and arranging an interview.

Emphasis in selecting a CONSULTANT shall be placed on the CONSULTANT'S experience in projects similar to that which the CITY anticipates undertaking.

Trade secrets or proprietary information submitted by a prospective CONSULTANT in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act; however, the CONSULTANT must invoke the protection of this section prior to, or upon submission of the information or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The disposition of said material after award(s) should be stated by the CONSULTANT.

The proposal shall be submitted in accordance with the instructions detailed in paragraph 6 below.

5. FEE PROPOSAL / COMPENSATION: The CONSULTANT shall submit **one (1) original and one (1) identical copy** of the following:
- a. Level of Effort: For each of the tasks outlined in the work program above, estimate the level of effort, including the number of hours budgeted for each task, for all direct and sub-contractor labor; and
 - b. Compensation: The proposal shall include a firm, fixed fee for services and contain hourly rates and overhead multipliers for all project personnel, as well as all reimbursable expenses such as copying, mileage, meals, and lodging (if applicable).

Additional compensation for reimbursable expenses shall not be provided by the City. The Consultant shall provide a detailed price proposal for each

- c. Work task as Outlined in This RFP. The City reserves the right to request additional detail / information concerning the price proposal before or after award of a contract.

The fee proposal shall be submitted in accordance with the instructions detailed in paragraph 6 below.

The Level of Effort and Compensation shall not be opened until after all proposals have been reviewed and evaluated and a consultant has been chosen for contract award. If the CONSULTANT'S fee proposal exceeds the City's budget for this project the CONSULTANT and the City shall enter into negotiations. If, as a result of these negotiations, the CONSULTANT'S fee still exceeds the City's budget then the Level of Effort and Compensation of the second rated CONSULTANT shall be opened. This process shall be repeated until a CONSULTANT is hired.

6. PROPOSAL AND FEE PROPOSAL SUBMISSION: In order to be considered responsive, **one (1) original and three (3) copies** of the proposal must be submitted in to **Mr. Douglas Ross, Purchasing Manager, Finance Department, Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH, 03301.**

Proposals must be received **no later than 2:00 PM on October 20, 2009** to be eligible for consideration by the CITY. Each proposal shall be submitted in a sealed envelope which is clearly marked as follows:

RFP 14-10

**CIP #443: COMMUNITY CENTER ARCHITECTURAL AND ENGINEERING
EVALUATION, SPACE PLANNING, AND BUSINESS PLANNING PROJECT
PROPOSAL**

The fee proposal shall be submitted in a separate, sealed envelope which is clearly marked as follows:

RFP 14-10

**CIP #443: COMMUNITY CENTER ARCHITECTURAL AND
ENGINEERING EVALUATION, SPACE PLANNING, AND BUSINESS
PLANNING PROJECT FEE PROPOSAL**

7. TIMETABLE FOR CONSIDERATION OF PROPOSALS: Proposals will be reviewed as soon as possible after the advertised opening date, followed by interviews and selection of a CONSULTANT. It is anticipated that a contract will be signed with a consulting firm or consultant team within fourteen (14) calendar days of selection by the City.

8. LIMITATIONS: See General Terms and Conditions.
9. REVISIONS TO THE REQUEST FOR PROPOSALS: Any questions or inquiries must be submitted in writing (dross@onconcord.com or (603) 230-3656 Fax) and must be received by the Purchasing Manager no later than seven (7) calendar days before the Proposal submission date in order to be considered. Any changes to the RFP will be provided to all CONSULTANTS of record in the form of addenda.
10. PROPOSAL EVALUATION: See General Terms and Conditions.
11. INSURANCE: Per attached sheet entitled "Insurance Requirements for all Consultants"
12. CONTRACT AWARD: See General Terms and Conditions
13. MODIFICATIONS AFTER AWARD: See General Terms and Conditions
14. PAYMENT SCHEDULE: See General Terms and Conditions.
15. OWNERSHIP OF REPORTS: See General Terms and Conditions.
16. DISAGREEMENTS AND DISPUTES: See General Terms and Conditions.
17. TERMINATION OF CONTRACT FOR CAUSE: See General Terms and Conditions.
18. TERMINATION FOR THE CONVENIENCE OF THE CITY: See General Terms and Conditions.
19. CONTRACT: See General Terms and Conditions.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective Consultant must submit the following documents, in **one (1) original and three (3) identical copies** as part of its proposal:

1. Proposal Statement.
2. Level of Effort and Compensation (submitted in a separate sealed envelope in **one (1) original and one (1) identical copy.**
3. Specifications Exception Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement

The successful CONSULTANT must submit, prior to contract signing, its insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required levels of coverage detailed by the Insurance Requirements for All Consultants on page 28.

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

Alternate Form
W-9 (rev 01/08)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Concord 41 Green Street Concord NH 03301
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number --	Employer identification number --
---------------------------	-----------------------------------

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
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Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE
RFP14-10, CIP #443 COMMUNITY CENTER ARCHITECTURAL AND
ENGINEERING EVALUATION, SPACE PLANNING, AND BUSINESS PLANNING
PROJECT
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful Consultant agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY_____

TAXPAYER IDENTIFICATION NUMBER_____

AUTHORIZED SIGNATURE_____

ADDRESS_____

TELEPHONE_____

TOLL-FREE NUMBER_____

FAX NUMBER_____

E-MAIL ADDRESS_____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

**City of Concord, New Hampshire
RFP 14-10**

**CIP #443: COMMUNITY CENTER ARCHITECTURAL AND ENGINEERING
EVALUATION, SPACE PLANNING, AND BUSINESS PLANNING PROJECT
Insurance Requirements for All Consultants**

<i>Additional Coverage is Required if Checked</i>	<i>Minimum Limits Required</i>
--	---------------------------------------

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000
<input type="checkbox"/> Occurrence	
<input type="checkbox"/> Claims Made	

Additional Coverage to Include

<input type="checkbox"/> Owners & Contractors' Protective – Limit	NA
<input type="checkbox"/> Underground/Explosion and Collapse	

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
<input type="checkbox"/> Any-Auto, Symbol 1	
<input type="checkbox"/> Include Employees as Insured	

Additional Coverage to include:

<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> Garage Keepers Legal Liability	NA

Workers Compensation

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	NA
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

<input checked="" type="checkbox"/> 1. Professional/Errors & Omissions	\$1,000,000
<input type="checkbox"/> 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	NA
Sublimit for Soft Cost Coverage	NA
<input type="checkbox"/> 3. Installation Floater (Equipment)	NA
<input type="checkbox"/> 4. Riggers Liability	NA
<input type="checkbox"/> 5. Environmental – Pollution Liability	NA
<input type="checkbox"/> 6. Aviation Liability	NA
<input type="checkbox"/> 7. Watercraft – Protection & Indemnity	NA

The City of Concord must be named as Additional Insured

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP14-10

PROJECT: CIP #443 Community Center Architectural and Engineering Evaluation / Space Planning / Business Planning Project

CITY CONTRACT NO.: RFP14-10

CONTRACT FOR: CIP #443 Community Center Architectural and Engineering Evaluation / Space Planning Project

You are notified that your Proposal opened on **October 20, 2009** for the above Contract has been considered and accepted for you to provide consulting services for the City Hall Campus Needs Assessment and Space Planning Study. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals, **RFP 14-10, CIP #443: COMMUNITY CENTER ARCHITECTURAL AND ENGINEERING EVALUATION, SPACE PLANNING, AND BUSINESS PLANNING PROJECT**, the **CONSULTANT'S** proposal and level of effort and fee proposal submitted in a separate sealed envelope.

The Contract Price of your contract is not to exceed _____ Dollars (\$_____).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within **fourteen (14) calendar days** of the date of this Notice of Award, which is by _____, 2009. You must deliver to the **CITY**:

- One fully executed counterpart of the Agreement;
- Your firm's insurance certificate, naming the **CITY** as an additional insured, meeting the minimum required types and levels of coverage.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within **ten (10) calendar days** after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement and issue a Notice to Proceed and Purchase Order.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to: Matt Walsh, City Administration, Assistant for Special Projects

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between The City of Concord, New Hampshire, hereinafter called the "**CITY**" and _____, doing business as (an individual) or (a partnership) or (a corporation) or (a limited liability company) hereinafter called the "**CONSULTANT**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONSULTANT** will commence and provide the consulting services for the completion of community center needs assessment and space planning study. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP 14-10), the **CONSULTANT'S** proposal response opened on **October 20, 2009** and the **CONSULTANT'S** level of effort and fee proposal submitted in a separate sealed envelope.
2. The **CONSULTANT** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the consulting services detailed by RFP 14-10.
3. The **CONSULTANT** will commence the work required by the **CONTRACT DOCUMENTS** within **ten (10) calendar days** of the date of the **NOTICE TO PROCEED**. Completion time for the project shall be not later than **one hundred eighty (180) calendar days thereafter**.
4. The **CONSULTANT** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fee for services provided with the cost proposal submitted by the **CONSULTANT**. The contract price shall be:

_____ Dollars (\$ _____)

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:

REQUEST FOR PROPOSALS, RFP 14-10, DATED _____
RFP 14-10 PROPOSAL RESPONSE DATED _____
RFP 14-10 SEALED LEVEL OF EFFORT AND PRICING PROPOSAL DATED _____

CITY OF CONCORD REQUIRED CONTRACT FORMS
SPECIFICATIONS EXCEPTION FORM
ALTERNATE FORM W-9
INDEMNIFICATION AGREEMENT
INSURANCE CERTIFICATE
LETTER OF AWARD DATED _____
NOTICE OF AWARD DATED _____
AGREEMENT
NOTICE TO PROCEED

CITY OF CONCORD PURCHASE ORDER NUMBER _____
ADDENDA NO. _____ DATED _____

6. The **CITY** will pay the **CONSULTANT** in the manner and at such times as set forth in the General Terms and Conditions and Instructions to Proposers such amounts as required by the **CONTRACT DOCUMENTS**.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

CONSULTANT:

By _____

Name _____
(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____
(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP14-10

PROJECT: CIP #443 Community Center Architectural and Engineering Evaluation / Space Planning / Business Planning Project

CITY CONTRACT NO.: RFP14-10

CONTRACT FOR: CIP #443 Community Center Architectural and Engineering Evaluation / Space Planning Project

You are notified that the Contract Time under the above contract will commence to run within **ten (10) calendar days** of the date of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be no later than **one hundred eighty (180) calendar days thereafter.**

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to: Matt Walsh, City Administration, Assistant for Special Projects



Finance Department

Purchasing Division

CITY HALL - 41 GREEN STREET

Concord, NH 03301

(603) 225-8530 FAX (603) 230-3656

Reference: RFP 14-10, CIP #443 Community Center Architectural and Engineering Evaluation / Space Planning Project

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Notice to Proposers for (RFP 14-10, CIP #443 Community Center Architectural and Engineering Evaluation/Space Planning Project), for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):

- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____

.....

Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)

PROPOSAL EVALUATION FORM-ATTACHEMENT A

FIRM: _____ DATE: _____

PROJECT: RFP14-10, COMMUNITY CENTER PROJECT

DEPARTMENT/DIVISION: CITY ADMINISTRATION

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
All Required Documents & Information Submitted	5		
Work Program & Project Schedule	20		
Staffing Plan & Back-up Capability	10		
Consultant's Understanding of Project as Demonstrated by Proposal/Interview	20		
<u>Project Team:</u>			
Relevant Experience & Qualifications	20		
Company/Consultant Team Background	10		
<u>Firm/Organization:</u>			
Qualifications, Ability to Perform, Local Knowledge	20		
Record of Satisfactory Performance	15		
Financial Resources	5		
Total:			

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.